

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

BOILERMAKER-BLACKSMITH

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

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Department of Industrial Relations

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WESTERN STATES

ARTICLES OF AGREEMENT

between the



International Brotherhood of
**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers**
AFL-CIO

and the

Signatory Contractors

Effective October 1, 2001 through September 30, 2004

1 between the Contractor and the Union
2 Business Manager.

3
4 ART. 11(f) A Further exception to the above
5 paragraphs will be in those instances where
6 a civil disturbance makes it necessary to shut
7 down a project to prevent possible injury or
8 loss of life of employees on the project. Any
9 dispute over application of this Article shall
10 be handled in accordance with Art. 27(a).

11
12 ARTICLE 12
13 TRAVEL EXPENSE AND SUBSISTENCE
14 (EXCEPT ALASKA, SEE ARTICLE 31)
15

16 ART. 12(a) Subsistence and travel payments
17 provided below are intended to partially
18 reimburse employees for expenses. Dispatch
19 points are established as follows:

20	Alaska	Anchorage
21	Arizona	Phoenix
22	California	Pittsburg, Los Angeles
23	Colorado	Denver
24	Idaho	Spokane, Salt Lake City
25	Montana	East Helena
26	Nevada ..	Pittsburg, Los Angeles, Salt Lake City
27	New Mexico	Albuquerque
28	Oregon	Portland
29	Utah	Salt Lake City
30	Washington	Seattle, Spokane, Portland
31	Wyoming	Denver, Salt Lake City

1 ART. 12(b) There also will be a 40 mile free
2 zone from Pocatello, Idaho and this free
3 zone is understood to include work from
4 Pocatello to and including Idaho Falls.
5

6 ART. 12(c) Subsistence payments will be
7 based on mileage from the city hall of the
8 dispatch city or the home address of the
9 employee, whichever is closer to the job
10 location. The Union agrees to show the
11 home location on the dispatch slip, and also
12 agrees that the Employer may ask for an
13 independent verification of such address.
14

15 ART. 12(d) Subsistence payments and travel
16 pay shall be paid as follows:

17 Where the job site is over 120 miles from
18 the dispatch point, employees shall receive
19 the IRS-allowable amount per mile for trans-
20 portation between such city and the job at the
21 beginning and conclusion of their employ-
22 ment. Such transportation allowance shall be
23 paid based on the most direct main route,
24 plus necessary bridge toll and ferry charges.
25 Such supplementary reimbursement shall
26 not exceed eight (8) times the regular hourly
27 area mechanic's rate.
28

29 ART. 12(e) In the event an employee quits for
30 other than immediate compelling personal
31 reasons not reasonably foreseen at time of

1 employment before having been in the
2 employ of the Contractor fifteen (15) calendar
3 days, he shall not be entitled to transportation
4 or travel expense to the job. In the event an
5 employee quits for other than immediate
6 compelling reasons not reasonably foreseen
7 at time of employment or is discharged for
8 just and sufficient cause before having been
9 in the employ of the Contractor sixty (60) cal-
10 endar days, he shall not be entitled to return
11 transportation or travel expense. Any dispute
12 arising as to the proper application of this
13 provision shall be considered as a grievance
14 subject to handling under the grievance
15 machinery herein provided.

16
17 ART. 12(f) As reimbursement for subsistence,
18 the Contractor shall pay the employee twenty-
19 five dollars (\$25) per day worked where
20 the job site is more than 70 miles but less than
21 120 miles from the dispatch point. If over 120
22 miles, the daily subsistence amount shall be
23 thirty-five dollars (\$35) per day worked.

24
25 ART. 12(g) Holidays, rain, breakdowns, or any
26 reason the employees are stopped by the
27 Contractor from working, Monday through
28 Friday, will be considered days worked and
29 the subsistence paid. Employees absent from
30 work shall not be paid subsistence for the day
31 absent. When a welder is required to take a test

1 outside the seventy (70) mile zone they shall be
2 reimbursed as follows provided they have
3 demonstrated their competency by previous
4 experience: subsistence as provided above for
5 the day or days on which the test is taken, sub-
6 sistence as provided in Art. 12(f) if applicable,
7 and transportation and travel expense as pro-
8 vided in Art. 12(d).

9
10 ART. 12(h) An employee must work the
11 scheduled work day before or the sched-
12 uled work day following a holiday that
13 occurs Monday through Friday, to be enti-
14 tled to subsistence for the holiday, unless
15 excused. Excused absences will not be
16 unreasonably denied.

17
18 ART. 12(i) Employees who leave the job
19 before the end of the shift except for reason
20 beyond their control, such as illness in family,
21 court summons, bona fide illness, etc., shall
22 be paid subsistence for the time actually
23 worked unless they get the permission of a
24 designated Contractor's representative who
25 shall be reasonably available at a designated
26 location. Any dispute arising under the sub-
27 sistence clause shall be handled as provided
28 in Article 27 and judged on its merits.

29
30 ART. 12(j) When employees are instructed
31 to report to a job on a certain day and are not

1 immediately placed at work, they shall be
2 paid reporting pay for the day they report to
3 work and the sum of thirty dollars (\$30.00)
4 per day for each day thereafter until ordered
5 to work or released by the Contractor, in
6 addition to subsistence as above provided.
7 When an employee is temporarily laid off
8 and is requested to stand by until work is
9 available, and if he agrees to do so, he shall
10 be paid thirty dollars (\$30.00) for each day
11 until returned to work or laid off, in addition
12 to subsistence as above provided.

13
14 ART. 12(k) Where a job is located two hun-
15 dred and forty (240) miles or more from the
16 Dispatch Point, the employee will receive
17 one additional day's subsistence at the start
18 of his work on the job and at the conclusion
19 of his work on the job, provided that pay-
20 ment of such additional day's subsistence
21 under this paragraph shall be subject to the
22 same conditions applicable to transportation
23 and travel expense under Art. 12(e).

24
25 ART. 12(l) If an employee suffering an indus-
26 trial injury outside the seventy (70) mile zone
27 does not receive compensation payments for
28 the first seven (7) days that he is unable to
29 work, his subsistence payments under this
30 Article shall continue for as many days during
31 such seven (7) day period as he is required to

1 remain at or in the vicinity of the job site by the
2 Contractor or by the physician in charge or by
3 the state commission having jurisdiction. In
4 those states where the payment of compensa-
5 tion during such seven (7) day period is
6 dependent upon the duration of an employ-
7 ee's period of disability, the Contractor may
8 delay the payments called for under this para-
9 graph until it has been ascertained whether
10 compensation payments will be received for
11 some or all of such seven (7) day period.

12
13 ART. 12(m) The Contractor shall reimburse
14 employees for ferry charge or bridge toll
15 incurred daily going to and from the job.

16
17 ART. 12(n) In the Seattle area, when employ-
18 ees travel from Seattle to Bremerton area
19 and return by ferry, they shall be reimbursed
20 by the Contractor for each round trip a sum
21 equivalent to one (1) hour's pay at the regu-
22 lar area mechanic's rate plus ten cents
23 (\$0.10). This situation is recognized as a case
24 of unusual hardship to the employee and
25 not as establishing the principle of travel
26 expense within the seventy (70) mile zone.

27
28 ART. 12(o) Other unusual circumstances of a
29 purely local nature shall be mutually
30 arranged between the Contractor and the
31 Union's Business Manager.

Note 1 - Effective October 1, 2003, the wage increases for all areas except New Mexico will be \$2.20, which may be allocated in part or total to fringe benefits at the Union's election. The wage increase for New Mexico will be \$1.50. This increase may also be allocated in part or total to fringe benefits at the Union's election. All Employers will be notified of any such allocation by the Union sixty (60) days prior to October 1, 2003.

ART. 13(b) Recap of Contract Fringe Costs

	10/01/01	10/01/02	10/01/03
Article 19 - Health & Welfare	\$3.80	\$3.80	\$3.80
Article 20 - Pensions*	\$4.50	\$5.50	\$5.50
Article 21 - Apprenticeship	\$0.40	\$0.40	\$0.40
Article 22 - Annuity	\$1.65	\$2.00	\$2.00
Article 23 - MOST	\$0.24	\$0.24	\$0.24
Article 24 - Vacation Trust	\$1.60	\$1.60	\$1.60

34

* Effective October 1, 2001, the Employer shall make contributions in the amount specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

The Contractor agrees to pay a total of \$0.25 per hour for maintenance of any singular or combination of benefit funds, once per year for each year of this Agreement, when notified by the Plan Trustees that such additional monies are required.

There will be no carry forward of amounts not needed by these programs, so that the maximum increase in any year shall be \$0.25 per hour.

\$0.05 may be used for administration purposes at the discretion of the Joint Trustees of the Vacation Trust Fund.

ART. 13(c) Travel Expense and Subsistence
Effective October 1, 2001
See Art. 12; Art. 31 for Alaska

Travel Pay

Alaska: See Art. 31(e)(1).

All states except Alaska: Mileage paid according to Internal Revenue Service Guidelines. [Currently \$0.345 per mile. See Art. 12(d).]

Subsistence

Alaska: \$50 per day [see Art. 31(e)(3)].

All states except Alaska: \$25 or \$35 per day [See Art. 12(f)].

35